

**SELLERS INFORMATION/AUTHORIZATION TO ESCROW
PLEASE COMPLETE AND RETURN**

Given to: Title Security Agency, LLC
3777 E. Broadway Blvd., Suite 102
Tucson, AZ 85716

Attn: Donna Canalia

Telephone: (520)319-9207
Fax: (520)319-1468

Escrow No.: 600-98647-DC
Name: David S. Teel and Bonny D. Teel
Property Address: 4401 E. 32nd St., Tucson, AZ 85711

NOTE: Proceeds, if any, are made payable via check or domestic wire transfer to the vested party in which title is held. The vested party is the entity whom title is named in the legal document used to transfer the real estate. NOTE: Title Security Agency, LLC does not offer outgoing international wire transfers.

At the close of escrow, your existing real estate loans, line of credit, etc. will be paid off through escrow from your proceeds. In addition, any Homeowners Association or Irrigation Company will be required to provide a written statement of fees and requirements for the transfer to your new buyer. Providing this information to your Escrow Officer will assist us in the processing of your escrow in a timely fashion. **Please complete, sign and return this document to us in the envelope provided for your convenience. If you have any concerns about the privacy of this information, please see the Privacy Policy.**

If you have any questions when completing this form, please call your Escrow Officer, Donna Canalia.

WHAT IS YOUR CURRENT MARITAL STATUS?

<input type="checkbox"/> husband and wife	<input type="checkbox"/> an unmarried man / a single man
<input type="checkbox"/> wife and husband	<input type="checkbox"/> an unmarried woman / a single woman
<input type="checkbox"/> a married man, as his sole and separate property	<input type="checkbox"/> a married woman, as her sole and separate property
<input type="checkbox"/> a widow / a widower	<input type="checkbox"/> a married couple

SELLERS FORWARDING ADDRESS:

Street address _____

City, State, Zip Code _____

Phone: _____

E-Mail Address: _____

WILL YOU BE PRESENT FOR CLOSING? ☐ YES ☐ NO IF NO, PLEASE PROVIDE THE ADDRESS WHERE CLOSING DOCUMENTS CAN BE SENT OVERNIGHT. (NO P.O. BOXES PLEASE)

Street address _____

City, State, Zip Code _____

HOMEOWNERS ASSOCIATION:

(1st) Homeowners Association Name: _____

Management Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

(2nd) Homeowners Association Name: _____

Management Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

RURAL METRO:

Is the property subscribed to Rural Metro? _____ Yes _____ No

WELL AGREEMENT INFORMATION:

Well Registration Number: _____

Private or Shared: _____

MANUFACTURED HOME

Does the sale of the property include the transfer of a manufactured home? ☐ yes ☐ no

If yes, is the manufactured home affixed? ☐ yes ☐ no

If the manufactured home title(s) is not affixed, the original title(s) must be deposited into escrow prior to close of the escrow.

Name: David S. Teel and Bonny D. Teel
Property Address: 4401 E. 32nd St., Tucson, AZ 85711
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**SOCIAL SECURITY NUMBER(S) OR
TAX IDENTIFICATION NUMBER:**

(We cannot obtain payoff information without your social security number(s). We thank you for providing that information to us so we can close your transaction in a timely and efficient manner.)

Please complete this form and provide all information requested to your Escrow Officer as soon as possible in order to expedite the escrow process. Please include all existing loans, including credit lines, pool loans, etc.:

LOANS:

1st Mortgage:

Lender Name: _____
Address: _____
Phone No.: _____
Loan No.: _____

2nd Mortgage:

Lender Name: _____
Address: _____
Phone No.: _____
Loan No.: _____

3rd Mortgage:

Lender Name: _____
Address: _____
Phone No.: _____
Loan No.: _____

By the signing herein, I/we do hereby authorize any lender/mortgage company named to release any and all payoff information to Title Security Agency, LLC as requested. Methods of release may include verbal updates regarding my principal balance, impound account balance, etc. as requested.

NOTE TO LENDER on EQUITY CREDIT LINES: We hereby authorize and instruct Lender to freeze the existing credit line upon receipt of this signed statement. The undersigned agree that we will not take any further advances/draws from this account.

By (Seller(s)):

David S. Teel

Bonny D. Teel

Date: _____

Phone No.: _____

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS UNDER
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") (26 U.S.C. 1445)**

Escrow No.: 600-98647-DC
Property Address: 4401 E. 32nd St., Tucson, AZ 85711
Date: September 25, 2017

All items in this form must be completed by each seller. All sellers must have a taxpayer identification number (TIN) even if sellers CANNOT provide this certification and FIRPTA withholding must be done. A TIN is not an indication that the seller is a resident alien or U.S. Citizen.

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person.

THIS SECTION FOR INDIVIDUAL TRANSFEROR ONLY: EACH SELLER MUST COMPLETE AND SIGN A SEPARATE FORM:

To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, the undersigned seller hereby certifies the following:

1. I AM ☐ AM NOT ☐ a nonresident alien for purposes of U.S. income taxation (if you are a nonresident alien, withholding will be done unless another exemption applies);
2. My U.S. Taxpayer Identification (Social Security) Number is: _____
3. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Date: _____

David S. Teel

THIS SECTION FOR ENTITY TRANSFEROR ONLY: (Corporation, Partnership, Trust or other estate)

For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the undersigned, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor IS ☐ IS NOT ☐ a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) (if you are a foreign entity, withholding will be done unless another exemption applies);
2. Transferor IS ☐ IS NOT ☐ a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is: _____
4. Transferor's office address is: _____

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS UNDER
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") (26 U.S.C. 1445)**

Escrow No.: 600-98647-DC
Property Address: 4401 E. 32nd St., Tucson, AZ 85711
Date: September 25, 2017

All items in this form must be completed by each seller. All sellers must have a taxpayer identification number (TIN) even if sellers CANNOT provide this certification and FIRPTA withholding must be done. A TIN is not an indication that the seller is a resident alien or U.S. Citizen.

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person.

THIS SECTION FOR INDIVIDUAL TRANSFEROR ONLY: EACH SELLER MUST COMPLETE AND SIGN A SEPARATE FORM:

To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, the undersigned seller hereby certifies the following:

1. I AM ☐ AM NOT ☐ a nonresident alien for purposes of U.S. income taxation (if you are a nonresident alien, withholding will be done unless another exemption applies);
2. My U.S. Taxpayer Identification (Social Security) Number is: _____
3. My home address is: _____

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

Date: _____

Bonny D. Teel

THIS SECTION FOR ENTITY TRANSFEROR ONLY: (Corporation, Partnership, Trust or other estate)

For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by the undersigned, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor IS ☐ IS NOT ☐ a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations) (if you are a foreign entity, withholding will be done unless another exemption applies);
2. Transferor IS ☐ IS NOT ☐ a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is: _____
4. Transferor's office address is: _____

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____

**CERTIFICATION FOR NO INFORMATION REPORTING
ON THE SALE OR EXCHANGE OF A PRINCIPAL RESIDENCE**

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III and make a "True" response to assurances (1) through (4) in Part II, (or a "not applicable" response to assurance (6)), no information reporting to the seller or to the Service will be required for the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must obtain a certification from each owner, whether married or not or file an information return and furnish a payee statement for any owner that does not make the certification.

PART I. Seller Information

1. **Name:** David S. Teel
2. **Address or legal description (Including city, state, and ZIP code) of residence being sold or exchanged:**
4401 E. 32nd St., Tucson, AZ 85711
3. **Taxpayer Identification Number (TIN):**

PART II. Seller Assurances

Check "True" or "False" for assurances (1) through (5), and "true", "false", or "not applicable" for assurance (6).

True False

- ☐ ☐ (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence.
- ☐ ☐ (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).
- ☐ ☐ (3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997.
- ☐ ☐ (4) At least one of the following three statements applies:

The sale or exchange is of the entire residence for \$250,000 or less.

OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.

OR

I am married, the sale or exchange if of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

- ☐ ☐ (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.

True False N/A

- ☐ ☐ ☐ (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

David S. Teele

Date:

Seller's forwarding mailing address after close

IRS FORM 1099-S CERTIFICATION EXEMPTION FORM

CERTIFICATION FOR NO INFORMATION REPORTING

This form may be completed by the seller of a principal residence. This information is necessary to determine whether the sale or exchange should be reported to the seller, and to the Internal Revenue Service on Form 1099-S, Proceeds From Real Estate Transactions. If the seller properly completes Parts I and III and make a "true" response to assurances (1) through (4) in Part II, (or a "not applicable" response to assurance (6), no information reporting to the seller or to the Service will be required for the seller. The term "seller" includes each owner of the residence that is sold or exchanged. Thus, if a residence has more than one owner, a real estate reporting person must obtain a certification from each owner, whether married or not or file an information return and furnish a payee statement for any owner that does not make the certification.

PART I. Seller Information

1. **Name:** Bonny D. Teel
2. **Address or legal description (Including city, state, and ZIP code) of residence being sold or exchanged:**
4401 E. 32nd St., Tucson, AZ 85711
3. **Taxpayer Identification Number (TIN):**

PART II. Seller Assurances

Check "true" or "False" for assurances (1) through (5), and "true", "false", or "not applicable" for assurance (6).

- | True | False | |
|--|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (1) I owned and used the residence as my principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence. |
| <input type="checkbox"/> | <input type="checkbox"/> | (2) I have not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997). |
| <input type="checkbox"/> | <input type="checkbox"/> | (3) No portion of the residence has been used for business or rental purposes by me (or my spouse if I am married) after May 6, 1997. |
| <input type="checkbox"/> | <input type="checkbox"/> | (4) At least one of the following three statements applies: |
| The sale or exchange is of the entire residence for \$250,000 or less. | | |

OR

I am married, the sale or exchange is of the entire residence for \$500,000 or less, and the gain on the sale or exchange of the entire residence is \$250,000 or less.

OR

I am married, the sale or exchange if of the entire residence for \$500,000 or less, and (a) I intend to file a joint return for the year of the sale or exchange, (b) my spouse also used the residence as his or her principal residence for periods aggregating 2 years or more during the 5-year period ending on the date of the sale or exchange of the residence, and (c) my spouse also has not sold or exchanged another principal residence during the 2-year period ending on the date of the sale or exchanged another principal residence during the 2-year period ending on the date of the sale or exchange of the residence (not taking into account any sale or exchange before May 7, 1997).

- ☐ ☐ (5) During the 5-year period ending on the date of the sale or exchange of the residence, I did not acquire the residence in an exchange to which section 1031 of the Internal Revenue Code applied.
- True False N/A
- ☐ ☐ ☐ (6) If my basis in the residence is determined by reference to the basis in the hands of a person who acquired the residence in an exchange to which section 1031 of the Internal Revenue Code applied, the exchange to which section 1031 applied occurred more than 5 years prior to the date I sold or exchanged the residence.

Part III. Seller Certification

Under penalties of perjury, I certify that all the above information is true as of the end of the day of the sale or exchange.

Bonny D. Teel

Date:

Seller's forwarding mailing address after close

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. Seller is required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No.: **600-98647-DC**

Taxpayer ID Type: ☒ Individual ☐ Business

INDIVIDUAL/BUSINESS SELLER(S) NAME

Individual/Business Seller(s) Name

David S. Teel

Bonny D. Teel

Tax Identification No. /
Social Security No.

MAILING ADDRESS:

(after close of escrow)

TRANSACTION INFORMATION

Closing Date: **October 18, 2017** Gross Sales Price: **\$140,000.00**
Description of Property: **4401 E. 32nd St., Tucson, AZ 85711**
(Street Address or brief form of legal)

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? ☐ Yes ☐ No

ALLOCATION FOR MULTIPLE SELLERS

If you are **ONE** of multiple sellers in this transaction you can choose to allocate your individual share of "Gross Proceeds" for 1099-S reporting. Sellers who are husband and wife at the time of closing, may be treated as a single transferor. The allocation to be used on my/our behalf in this transaction is:

David S. Teel

Bonny D. Teel

_____ % share of the total gross sales price

_____ % share of the total gross sales price

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

CERTIFICATION

Under penalties of perjury, I/we certify that the number shown on this form is my/our correct Tax Identification/Social Security Number. I/We also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Date: September 25, 2017

David S. Teel

Bonny D. Teel

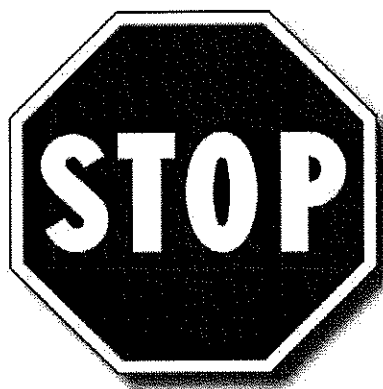
SETTLEMENT AGENT INFORMATION:

Title Security Agency, LLC
3777 E. Broadway Blvd., Suite 102
Tucson, AZ 85716
Phone No.: (520)319-9207
Fax No.: (520)319-1468

NOTE: This form is for use only by Title Security Agency, LLC - Do Not mail to Internal Revenue Service.

SUBSTITUTE FORM 1099S

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.



READ THIS BEFORE YOU WIRE FUNDS

wire fraud is on the rise!

Title Security Agency wants you to know:

- Please confirm our wire instructions by phone prior to sending wired funds.
- We will NEVER email you to change our wire instructions.
- If you receive an email changing our wire instructions please call us immediately.

we will
NEVER
email you
to change
our wire
instructions.

HELP STOP FRAUD!

Which one of these doesn't belong?

Recent emails from fraudsters have "spoofed" the emails of those involved in the transaction, hoping the targeted recipient would not notice a difference. See if you can notice the slight errors in the examples of the email addresses below.

Real:
jane.doe@titlesecurity.com

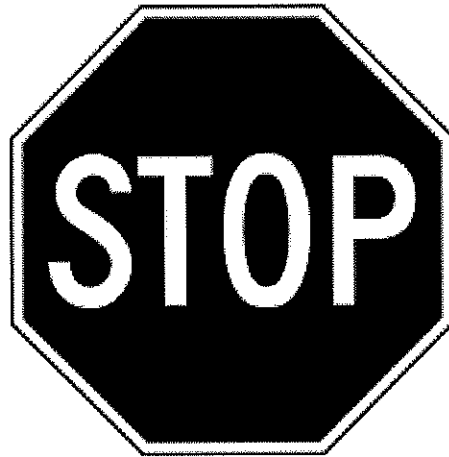
Real:
bobagent@gmail.com

Fraud:
jane.doe@titlesecrity.co.nz
jane.doe.titlesecrity@gmail.com
janedoe.titlesecurity@gmx.com

Fraud:
bobagentgmail@gmx.com
bobagent@cinj.rutgers.edu
bob.agent@ggmail.com

If you suspect a fraud attempt was made on your transaction or have questions about Title Security Agency's wire procedures, contact your escrow officer immediately.

Title Security Agency
 *A Joint Venture with First American Title*



Please follow the below directions when completing the attached Proceeds Authorization Documents:

- If you choose to have funds wire transferred to an account, please **call and verify the wiring instructions/ABA number with your bank**. If the ABA number is not correct, you will have to completely redo and sign this form. Deposit Slips or Cancelled Checks are not accepted as a form of verification of account numbers or ABA numbers.
- Please note that proceeds must be made payable to the vested parties in which title is held. This means that the proceeds will be in the name of **ALL** parties listed on title. Please make sure you have provided an account which reflects the vested owners names.

We appreciate your assistance in completing this document with the above consideration so we can get your proceeds to you as quickly as possible!

Title Security Agency, LLC

3777 E. BROADWAY BLVD., SUITE 102
TUCSON, AZ 85716
(520)319-9207
FAX (520)319-1468

PROCEEDS AUTHORIZATION

Escrow No.: 600-98647-DC
Property Address: 4401 E. 32nd St., Tucson, AZ 85711
Seller/Buyer: David S. Teel and Bonny D. Teel

NOTE: This proceeds authorization is subject to your bank placing a "HOLD" on your proceeds check..

NOTE: The proceeds shall be disbursed to the vested owner(s)* pursuant to the Final Settlement Statement. *The vested owner(s) is the entity whom title is named in the legal documents used to transfer the real estate.

I/We hereby authorize **Title Security Agency, LLC** to disburse our proceeds as stated above in the following manner. (choose one)

- ☐ Hold Check/Call for pick up* - (Valid form of Identification Required) *To be picked up by: _____
- ☐ Mail Check to: _____
- ☐ Overnight Check Delivery to: _____ (No P.O. Boxes)
(If applicable, an overnight fee of \$_____ will be charged and/or deducted from your check)
- ☐ Please accept this as my irrevocable authorization to assign/transfer the sum of \$_____ from
proceeds due the undersigned through the above numbered escrow, to escrow File No. _____.
The remainder of funds if any shall be paid as indicated on this authorization. No further authorization necessary.
- ☐ Wire Transfer Funds (Bank Name) to: _____
Address: _____ Phone No.: _____
ABA/Routing No.: _____ Account No.: _____
Name on Account: _____
For further credit to: _____
(*If applicable, a \$_____ - Domestic Wire Fee will be charged and/or deducted from your wire)

NOTE: Title Security Agency, LLC does not offer outgoing international wire transfers.

In the event a check has been delivered to the payee, and the payee returns the check for payment method via a wire transfer, the Company's policy is as follows: A stop payment will be placed on the check which will cause a waiting period of 24 to 48 hours prior to initiating a wire transfer. Provided that funds are wire transferred in accordance with these instructions, Title Security Agency, LLC shall not be liable for any act or omission of any financial institution or any other persons, nor shall Title Security Agency, LLC have any liability for loss of funds or interest thereof. The undersigned parties shall indemnify and hold harmless Title Security Agency, LLC, its successors and/or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

Dated: _____

Accepted and Approved:

David S. Teel

Bonny D. Teel

Phone: _____

Confirmed and Verified by:

Escrow Employee Signature

Printed Name
Dated:

Escrow No.: 600-98647-DC
Seller: David S. Teel and Bonny D. Teel
Buyer: Kari A. Bendler

TERMS AND CONDITIONS RESIDENTIAL

The undersigned hereby employ Title Security Agency, LLC to act as Escrow Agent in connection with the closing of the above referenced escrow transaction.

1. **PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT:** Seller and Buyer agree that they will deposit with Escrow Agent all documents, all funds and do, cause or allow to be done all other things necessary to enable it to comply with the terms of the Purchase Contract and Receipt for Deposit ("Purchase Contract"); including any and all properly signed amendments and/or supplements thereto (including instructions/directions to Escrow); authorize Escrow Agent to deliver or record said documents at the appropriate time; direct that all monies payable hereunder shall be paid in United States Dollars to Escrow Agent, unless otherwise specified, and authorize Escrow Agent to pay from funds held the amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction and to pay the balance of the funds to the Seller; authorize Escrow Agent to execute, on their behalf, form assignments or otherwise order changes in any insurance called for herein, except title insurance, and to forward policies to insurer's agent with the request that insurer consent to such transfer, attach loss payable clause or make such other additions or corrections as may be specifically required herein, and that such Agent thereafter return such policies to Escrow Agent or to the parties entitled thereto. Further Seller and Buyer agree to hold harmless Escrow Agent of any liability and/or responsibility as to any errors or omission by the Seller or the Buyer as to statements furnished hereunder, representations made and/or the conditions of the property.
2. **WRITTEN INSTRUCTION:** Seller and Buyer agree that no amendment or supplement shall be binding upon Escrow, unless and until made in writing, signed by all parties and delivered to and accepted by the Escrow Agent. No notice or demand shall be of any effect unless made in writing, signed by the party making the notice on demand and delivered to Escrow Agent.
3. **GOOD FUNDS LAW:** All parties are aware and understand that Arizona Revised Statutes Section 6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:
 - (i) **ELECTRONIC TRANSFERS ("wired funds")** are available for disbursement **THE SAME DAY AS RECEIVED.**
 - (ii) **CASHIER'S CHECKS, CERTIFIED CHECKS OR TELLER'S CHECKS** are available for disbursement **THE SAME DAY AS DEPOSITED.**
 - (iii) **CHECKS** made by an affiliate of a state or federally regulated depository institution when the check is drawn on that institution are available for disbursement **THE SAME DAY AS DEPOSITED.**

In order to avoid unnecessary delays of two days or more, please use the above methods of payment whenever possible.

Escrow Agent shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be payment to Escrow in compliance with any of the requirements hereof, until it is advised by the Bank in which it is deposited that such check or draft has been honored; and Buyer and Seller agree to pay Escrow upon demand, all charges payable by them respectively, as provided herein or on the Estimated or Final Closing Statement (s).

4. **DEPOSIT OF FUNDS BY ESCROW AGENT:** All monies deposited with Escrow Agent, in connection with this escrow, will be deposited into a non-interest bearing account with a financial institution doing business in the State of Arizona (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that, in calculating the amount of available insurance, the FDIC or FSLIC will consolidate money deposited under this escrow with all other funds of the undersigned which are on deposit with the Funds Depository. Therefore, the parties hereby release Escrow Agent from any liability and assume all responsibility for any loss which may result from a lack of FDIC or FSLIC insurance in excess of \$250,000.

INTEREST BEARING ACCOUNT: If so instructed by Seller or Buyer, in writing by respective party, Escrow Agent will invest any deposited funds in an interest bearing account established in the name of Title Security Agency, LLC, as Escrow Agent. The depositing party has a right to earn interest on any escrowed funds which are deposited in the interest bearing account. A good faith estimate for interest earned on a typical investment account with a federally insured institution is as follows: The funds so deposited will earn interest at the prevailing rate of interest paid by the federally insured financial institution where your funds would be deposited. (For example; in a typical transaction, a \$2,500.00 deposit for a thirty (30) day period with the prevailing interest rate of 0.25% per annum, the interest earned would be \$.51). The account may be established by contacting the escrow agent at the telephone number or address listed above and executing escrow agent's customary investment instruction. Our fee for this service is \$25.00.

5. **DISBURSEMENT OF FUNDS:** The undersigned instruct Escrow Agent to pay from funds held, amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction, in accordance with the Purchase Contract or Escrow Instructions. Escrow Agent shall be under no obligation to disburse any funds until advised by the bank that the funds deposited have been honored. In the event any check given by, or on behalf of, Buyer or Seller is subsequently dishonored, recipient of said funds agrees to immediately refund any remittance made to them by Escrow Agent.

NOTE: Title Security Agency, LLC does not offer outgoing international wire transfers.

Notice of Division of Escrow Charges: Seller and Buyer agree to pay to Escrow Agent, upon demand, all escrow fees and charges payable by them respectively, as set forth in these instructions and as contained in the latest published schedule of fees and charges for Escrow Agent, including any additional fees and charges for extraordinary services, which fees and charges, unless otherwise provided in writing in the escrow file, shall be paid one-half by the seller and one-half by the buyer.

If the Purchase Contract and/or Escrow Instructions between the Seller and Buyer does not contain language discussing the apportionment of the escrow fees to the parties, said fees will be paid one-half by the Buyer and one-half by the Seller in the transaction unless prohibited by lender regulations. If services are rendered on behalf of the Seller or Buyer, the respective party agrees to pay the fees for said services, including but not limited to: overnight mail, courier/delivery, wire transfers, edocs delivery, recording fees, reconveyance and reconveyance tracking charges.

6. **RESIGNATION:** At any time and in its sole discretion, Escrow Agent can resign as Escrow Agent by sending written notice to all parties to the escrow. All money and documents held by Escrow Agent will be returned to the party who delivered them into escrow.
7. **COMPLETION, RECORDING, AND DELIVERY OF DOCUMENTS:** The undersigned authorize Escrow Agent to act upon any statement furnished by a lienholder or his agent, without liability to Escrow Agent and to execute and record on their behalf the Affidavit of Real Property Value, using the total consideration for the established value, unless instructed by Seller and Buyer to the contrary. At the appropriate time as set forth in the Purchase Contract, Escrow Agent shall deliver to the proper party or record in the appropriate public office, all necessary documents, disburse all funds, and issue the title insurance policy.

The Escrow Agent is authorized by the parties hereto to furnish a copy of the Settlement Statement or any other information which may be required by a proposed Lender in order to induce said Lender to furnish a loan required or contemplated under the Purchase Contract.

8. **CLERICAL ERRORS:** Should an error result in the preparation of the Settlement Statement, or any miscalculation of any encumbrance or amount due that results in the unjust enrichment of any party to the above referenced escrow, Escrow Agent reserves the right of offset against the funds it is holding or against funds which come into the possession of escrow (if such funds belong to the party in receipt of unjust enrichment as a result of error). Seller or Buyer shall remit to Escrow Agent immediately upon demand, all charges, damages, expenses and fees payable by them respectively, as provided for in these instructions and/or Purchase Contract, to remedy any unjust enrichment. Title Security Agency, LLC shall reserve the right to pursue any action necessary to remedy any loss suffered or sustained.

9. **DEMANDS:** Seller and Buyer agree that in every transaction in which the underlying encumbrances of any kind are to remain the obligation of the Seller or are to be assumed by the Buyer, Escrow Agent shall request relevant information from the holder or holders thereof, and Escrow Agent is hereby authorized to act upon any statement furnished by a holder of said encumbrance, lien, charge or assessment in connection with the subject property, without liability or responsibility on the part of the Escrow Agent for the accuracy thereof. Seller further agrees to cooperate with Escrow Agent in providing the necessary authorization and or information as required to obtain such information.

10. **PRORATIONS:** Seller and Buyer agree that all prorations shall be calculated on a 365 calendar day basis. Escrow Agent is authorized to act upon any statement furnished by the Holder or Payee, or a Loan Servicing Agent for the Holder or Payee, of any lien, charge or assessment in connection with the property concerning the amount of such charge or assessment or the amount secured by such lien without liability or responsibility for the accuracy of such statement. Any adjustment necessary because of any discrepancy between the information furnished to Escrow Agent and an amount later determined to be correct, shall be settled between the parties direct and outside of escrow.

TAX PRORATIONS have been calculated using the most current figure available. Any adjustment necessary because of a change in the figure shall be settled between the parties direct and outside of escrow.

NOTE: Real Estate Tax Information: The due date for the first half taxes is October 1st and the delinquency date is November 1st at 5:00 p.m. The due date for the second half taxes is April 1st and the delinquency date is May 1st at 5:00 p.m. If full year's taxes are paid by December 31st, interest due on any unpaid balance on the first half taxes is waived. If a delinquency date falls on a weekend or legal holiday, taxes will become delinquent by 5:00 p.m. on the next business day. If payment is mailed, please be advised payments postmarked after that date will be considered delinquent and applied as a partial payment including interest.

11. **NOTICE OF RIGHT TO RECEIVE A CLOSING PROTECTION LETTER:** In accordance with Arizona Revised Statutes § 6-841.02 notice is hereby given to the Seller and Buyer that in any residential dwelling transaction the title insurer shall offer on request a closing protection letter which provides protection to the parties for the loss of escrow monies due to fraud or dishonesty of the Escrow Agent. Any request for this letter shall be made in writing to the Escrow Agent, and upon receipt of said request said letter will be issued. A residential dwelling is defined as an owner occupied structure or an investment property that is designed for residential use by four or fewer families. A title insurer may also provide a closing protection letter to any person that is a party to a transaction in which a title insurance policy will be issued. The fee due the title insurer for each closing protection letter shall not exceed twenty-five dollars and is payable on the closing of the transaction.

12. **INDEMNITY:** The parties hereto will indemnify and hold harmless Escrow Agent against all costs, damages, attorneys' fees and expenses which Escrow Agent may incur or sustain in connection with this transaction, except as caused by the negligence of Escrow Agent. Escrow Agent may destroy its file or files and the contents thereof after seven (7) years from close of escrow or as required by state law. No action against Escrow Agent shall be commenced more than seven (7) years from the date the cause of action occurs or by any statutory limitation period. The employment of Title Security Agency, LLC, as Escrow Agent shall not affect any rights of the agent or subrogation of rights of its Underwriter under the terms of any title insurance policy(ies) issued pursuant to this Contract/Escrow.

13. **EXCLUDED MATTERS:** Title Security Agency, LLC assumes no responsibility or liability for the following excluded matters: possession of property, transfer of utilities, collection of cancellation premiums from the Seller's fire or hazard insurance policy, the renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance, the transfer of personal property and payment and/or investigation of personal property taxes, and the treatment of wood infestation will be handled by the parties direct and outside of escrow. If for any reason invoices for work performed on the subject property are not deposited into escrow prior to close of escrow, all payments due shall become the responsibility of the parties to pay direct and outside of escrow.

14. UNCLAIMED FUNDS CHARGE: Dormant funds in the amount of one-cent or more as evidenced by stale-dated checks, outstanding checks, inactive escrow accounts and account service balances pursuant to ARS Title 44, Chapter 3, Article 1 shall be charged a custodial fee of \$150.00, plus costs, if any to escrow agent, beginning one hundred eighty (180) days from the date the initial check was disbursed or the date the funds became available for disbursement.

One written notice will be mailed to the last known address within ninety (90) days prior to implementation of the charge.

Custodial charge shall be retroactive to the one hundred eighty-first (181) day following the disbursement or availability of funds.

If the undersigned attempts to deposit or cash any check issued by Title Security Agency, LLC AFTER 90 days, any bank charges incurred shall be the responsibility of the parties herein.

15. AFFIDAVIT OF DISCLOSURE PURSUANT TO ARIZONA REVISED STATUTES § 33-422: Seller is required to deposit for recordation said disclosure with Escrow Agent prior to close of escrow. The undersigned parties agree and acknowledge that Title Security Agency, LLC, its Escrow Agent and its underwriter Title Resources Guaranty Company shall bear no responsibility or liability in the absence of this disclosure being provided to Escrow Agent for recordation. Further, Buyer, by signing these instructions and upon deposit of final monies due, shall be deemed an instruction to record and close escrow.

16. PRIVACY NOTICE (15 U.S.C. 6801 and 16 CFR Part 313):

Title Security Agency, LLC collects nonpublic personal information about you from information you provide on forms and documents and from other people such as your Lender, Real Estate agent, Attorney, Title Company, etc. Title Security Agency, LLC does not disclose any nonpublic personal information about its customers or former customers to anyone, except as permitted by law. Title Security Agency, LLC restricts access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. Title Security Agency, LLC maintains physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Escrow Holder may, in its sole discretion, delete or make unreadable personal identifying information contained on documents to be recorded, including but not limited to social security and driver license numbers, unless such information is necessary for a document's validity or in order for it to be recorded.

17. PURCHASER DWELLING ACTIONS NOTICE: Pursuant to Arizona Revised Statutes Section 12-1363, notice is hereby provided to the Buyer of a dwelling of the provisions of Arizona Revised Statutes Sections 12-1361, 1362 and 1363. This statutory section sets forth the requirements to be met by a Buyer prior to bringing an action against the Seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing or selling dwellings. The complete statutory sections (located in House Bill 2620) can be viewed on the Arizona State Legislature's web site: www.azleg.state.az.us/arizonarevisedstatutes.asp

18. ACKNOWLEDGMENT OF MANDATORY RELEASE OF CREDIT LINE LOANS:

The undersigned authorizes and agrees that Beneficiary/Holder/Service of Note and Deed of Trust securing a line deemed as a "Credit Line" or any other Trust Deed, containing any and all types of future advance clauses or provisions, TO IMMEDIATELY FREEZE upon issuance of any demand statement, said credit line against any future advances by any authorized user of credit line.

The undersigned acknowledges and agrees that in the event use of any such credit line during the escrow, or subsequent to the close of escrow, resulting in a shortage of the payoff funds shall be deemed as unjust enrichment. The undersigned agrees to immediately pay any additional funds required to pay the loan in full. Escrow Agent reserves the right to offset against the funds it is holding or against funds which come into the possession of escrow (if such funds belong to the party in receipt of unjust enrichment as a result of error or shortage). Seller or Buyer shall remit to Escrow Agent immediately upon demand all charges, damages, expenses and fees payable by them, as provided for in these instructions. Title Security Agency, LLC shall reserve the right to pursue any action necessary to remedy any loss suffered or sustained, or to remedy any unjust enrichment.

These instructions shall be deemed as authorization by the undersigned to close and release Note and Deed of Trust securing a line of credit deemed as a "Credit Line" or any other Trust Deed containing any and all types of future advance clauses or provisions. Upon receipt of payment the holder of any such Deed of Trust shall be obligated to issue a Full Release and Reconveyance of the Deed of Trust as secured by the credit line. Payment of demand will eliminate any security interest Beneficiary has in the subject property.

The signatures of the undersigned party or parties constitutes instruction to Title Security Agency, LLC of all the terms and conditions contained therein for the referenced transaction in connection with all contracts and instructions from other parties to the transaction, and further signifies that I/We have read, understand, and accept these provisions.

David S. Teel

Kari A. Bendler

Bonny D. Teel

Date: _____

Date: _____

Title Security Agency, LLC

3777 E. BROADWAY BLVD., SUITE 102
TUCSON, AZ 85716
(520)319-9207
FAX (520)319-1468

NOTICE OF TITLE POLICY DISCOUNTS Residential Resale and Refinance Transactions - Arizona

Escrow No.: 600-98647-DC

Please note certain discounts sometimes apply to reduce title insurance premiums. You should review the possible discounts listed below and tell your escrow officer if you think any apply. For some of the discounts, you may be asked to provide additional information to allow us to verify that the discount is applicable. The discount will be subject to specific formulas filed by the Underwriter with the Arizona Department of Insurance and the location of the property.

SHORT/LONG TERM RESALE RATE:

There are certain discounts available if your purchase was within last five years and insured by us or another title company. The discount will vary depending on when you purchased your property and who insured it.

REFINANCE RATE:

There are certain discounts available if your current transaction is a refinance of a prior loan that was insured by us, or another title insurance company. This rate is subject to determination of loan balances in some instances, depending on the formula filed by the Underwriter being used to insure the current transaction.

BULK INSURANCE RATE / INVESTOR RATE:

There are certain discounts available to developers, investors, contractors or subdividers. An Investor rate is available to a person who in the ordinary course of their business invests money in real estate so that the real estate may produce a revenue, income or profit from its employment.

(MINIMUM POLICY FEES APPLY)

Please acknowledge your understanding of the foregoing disclosure, even if no discount applies, by signing below.

Date: _____

David S. Teel

Kari A. Bendler

Bonny D. Teel

Title Security Agency, LLC

3777 E. BROADWAY BLVD., SUITE 102
TUCSON, AZ 85716
(520)319-9207
FAX (520)319-1468

ESCROW ACTION ITEMS - SELLER

Escrow Officer: Donna Canalia
File No.: 600-98647

COMMITMENT FOR TITLE INSURANCE: During the escrow process you will receive a Commitment for Title Insurance issued by **Title Security Agency, LLC**, as agent for **Title Resources Guaranty Company**. Please read it carefully and retain it for your files.

CLOSING APPOINTMENT AND SIGNATURES: If you will be signing documents in our office an appointment will be scheduled.

IDENTIFICATION: For notarization purposes, you **MUST** provide one current form of identification issued by the United States government or a state or tribal government with the individual's photograph, signature and physical description. For the purposes of a real estate conveyance or financing, a valid unexpired passport that is issued by the United States government or any other national government may be utilized. A passport issued by a national government other than the United States government **MUST** be accompanied by a valid visa or other documentation issued by the United States government necessary to establish an individual's legal presence in the United States. If you do not bring proper identification the closing **WILL** be delayed.

CLOSING FUNDS: If funds are required from you to close escrow, your escrow officer will provide you with an amount needed for closing as soon as the amount has been determined. The funds must be payable to **Title Security Agency, LLC in U.S. Dollars** in one of the following forms: Wire Transfer*, Cashier's Check, Certified Check or Teller's Check. Method of payment by any form other than Wire Transfer may delay closing as funds must be available in accordance with A.R.S. 6-843. Please note that ACH Transfers are not acceptable and will be rejected by our bank.

*Wiring Instructions are included in this package. Please contact your Escrow Officer by phone if you receive revised wiring instructions.

PROCEEDS DISBURSEMENT:

Proceeds shall be disbursed to the vested owner(s)* pursuant to the Final Settlement Statement. *The vested owner(s) is the entity whom title is named in the legal documents used to transfer the real estate.

RECORDING: Upon satisfaction of all requirements and deposit of funds, recordation will occur in accordance with your contract closing date.

POSSESSION AND KEYS: These are items that are not handled by the Escrow Agent/Title Insurer. These items are facilitated by your Real Estate Agent. If you are not working with a Real Estate Agent, these items will be handled between Buyer and Seller.

Title Security Agency, LLC

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FIRPTA NOTICE TO ALL BUYERS AND SELLERS **Information About The Foreign Investment in Real Property Tax Act**

Escrow No.: 600-98647-DC
Property Address: 4401 E. 32nd St., Tucson, AZ 85711
Date: September 25, 2017

BUYER'S RESPONSIBILITY TO WITHHOLD: Section 1445 of the Internal Revenue Code requires all Buyers who purchase real property in the United States from foreign Sellers to withhold either ten percent (10%) or fifteen percent (15%) of the total purchase price and to pay that amount to the Internal Revenue Service (IRS) within twenty (20) days of the date escrow closes unless an exemption from withholding applies. IF BUYER FAILS TO WITHHOLD AND TIMELY PAY THE IRS THE CORRECT WITHHOLDING AMOUNT ON A NON-EXEMPT SALE, BUYER WILL BE LIABLE TO THE IRS FOR THE AMOUNT OF THE TAX OWED AND ALL APPLICABLE PENALTIES AND INTEREST.

If two or more persons are joint Buyers, each is obligated to withhold. However, the obligation of each will be met if one of the joint Buyers withholds and transmits the required amount to the IRS.

WHO IS A FOREIGN SELLER? In general, a foreign person is a non-resident alien individual, foreign corporation, foreign trust or foreign estate, but not a resident alien individual.

BUYERS: Buyer will not be required to withhold under FIRPTA if Buyer obtains from Seller, a certification of non-foreign status pursuant to the IRS regulations, unless Buyer has knowledge that the Seller's certification is false. This certification must (1) state that Seller is not a foreign person; (2) set forth Seller's name, taxpayer identifying number and address; and (3) be signed by Seller under penalties of perjury. Buyer must retain this certification until the end of the fifth taxable year following the taxable year in which the sale takes place and to make the certification available to the IRS when requested.

QUALIFIED SUBSTITUTE: Seller may furnish the Non-Foreign Affidavit to a "Qualified Substitute" instead of the buyer provided that the Qualified Substitute furnishes a statement to the buyer stating, under penalty of perjury, that the Qualified Substitute is in possession of the Non-Foreign Affidavit. A Qualified Substitute is defined as: (1) the person (including any attorney or title company) responsible for closing the transaction, other than the seller's agent, and (2) the buyer's agent. (See IRC § 1445(f)(6)).

FOREIGN SELLERS: Foreign Sellers should consult with an attorney familiar with FIRPTA before entering into any negotiations or contracts for the sale of their property. If a foreign Seller acts promptly, such Seller may be able to have the IRS: (1) issue a withholding certificate that either reduces or eliminates the withholding requirements for the transfer of Seller's property; (2) make an early refund to Seller of the amount withheld; or (3) establish that no gain is recognized under pertinent provisions of the Internal Revenue Code or the provisions of any United States treaty.

If one or more foreign persons and one or more U.S. persons jointly transfer a U.S. real property interest, the amount realized from the transfer must be allocated among the transferors based on their capital contribution to the property. For this purpose, a husband and wife are treated as having contributed 50% each unless it is specifically indicated otherwise.

EXEMPTIONS: Below are some examples of when the IRS would generally not require withholding under FIRPTA.

1. Buyer is purchasing the property for Buyer's use as a residence for a certain period of time and the total amount paid for the property is \$300,000.00 or less.
2. Seller applies for and obtains a withholding certificate from the IRS that specifies: (1) Seller is exempt from paying taxes on the gain; or (2) Seller has entered into an agreement with the IRS to pay the tax owed.
3. Gain on the sale is not recognized under certain provisions of the Internal Revenue Code or the provisions of any United States treaty. **BUYERS AND SELLERS ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY OR TAX PROFESSIONAL REGARDING WHETHER ANY GAIN IS RECOGNIZED UNDER THE PROVISIONS OF THE INTERNAL REVENUE CODE AND THE PROCEDURES THAT MUST BE FOLLOWED IF THE BUYER DOES NOT WITHHOLD BASED ON THE FACT THAT NO GAIN IS RECOGNIZED.**

Title Companies, Escrow Officers, Settlement Agents, Closers, Real Estate Brokers, and their agents, are NOT qualified to determine the rights and obligations of any particular individual under FIRPTA. If you have any questions regarding the application of FIRPTA, your obligations under FIRPTA or whether you are a foreign person as defined by IRS regulations, please seek the advice of an attorney or a tax professional.